

March 29, 2009

**Via Electronic Filing**

Mr. Charles Terreni, Chief Clerk  
South Carolina Public Service Commission  
Synergy Business Park  
101 Executive Center Drive  
Columbia, South Carolina 29210

Re: Embarq Communications, Inc., d/b/a CenturyLink Communications  
South Carolina Tariff P.S.C. No. 1

Dear Mr. Terreni:

Attached for electronic filing are revisions to the Embarq Communications, Inc. d/b/a CenturyLink Communications - South Carolina Tariff P.S.C. No. 1.

The following pages are included in this filing:

Section 4	1st Revised	Page 1
	1st Revised	Page 2

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

The Company respectfully requests this tariff become effective April 5, 2010. Acknowledgement and date of receipt of this filing are requested.

If you have questions regarding this filing, you may call me at (913) 345-7535.

Sincerely,



Greg Griffie

Attachment

cc: Ann Prockish  
Susan Masterton  
Zel Gilbert

SC 10-03

**Greg Griffie**  
Tariff Analyst  
Gregory.A.Griffie@CenturyLink.com  
Voice: (913) 345-7535  
Fax: (913) 345-6756

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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### 4. TERMS AND CONDITIONS

#### 4.1 Undertaking of the Company

##### 4.1.1 General

- A. The facilities of the Company will be available as soon as practicable upon receipt of an order for service. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
- B. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its Tariff accordingly, providing such new service will not adversely affect the Company's present services.

##### 4.1.2 Availability

Service is offered and provided subject to the availability on a continuing basis of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and the furnishing of services under this Tariff is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 4.2 Liability of the Company

- 4.2.1 Neither the Company nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by the Customer, or by another person or company; (B) providing or failing to provide services, including deficiencies or problems with any equipment, the network or the services; (C) content or information accessed while using the services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond the Company's control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, terrorist attacks, riot, strike, or orders of governmental authorities.
- 4.2.2 If, for whatever reason, the Company is found to be responsible to the Customer for monetary damages relating to any services obtained through the Company under this tariff, the Company's liability will not exceed the amounts the Customer was charged for the affected services during the affected period.

(M) Material now appearing on this page previously appeared on Original Page 2.

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**ISSUED:**  
03-29-10

**State Tariffs**  
5454 W. 110th Street  
Overland Park, Kansas 66211

**EFFECTIVE:**  
04-05-10

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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### 4. TERMS AND CONDITIONS (Continued)

#### 4.2 Liability of the Company

(M)  
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(M)

4.2.3 The Company will make no refund of overpayments by a Subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discount will be adjusted based on the total monthly usage after all credits or adjustments have been applied.

#### 4.2.4 Limitation of Liability

The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. This limitation of liability does not apply to claims arising from Subscriber's indemnification obligations listed herein.

#### 4.2.5 **Unauthorized Access and Hacking**

(N)  
|  
(N)

**Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.**

#### 4.2.6 Disclaimer of Warranties

(T)

Except as expressly provided in this Tariff, all services are provided "as is" and the Company disclaims all warranties, express or implied and in particular disclaims all warranties of non-infringement, merchantability, fitness for a particular purpose, and warranties related to equipment, material, service, or software. The Company also makes no warranty that the services will be uninterrupted or error-free, and Customers will hold the Company harmless for all such problems. Customers may not rely on statements of warrant about the Company's services; such statements are not authorized by the Company and are not a warranty by the Company.

(M) Material previously appearing on this page now appears on 1st Revised Page 1.

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